B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Monarch Capital Master Partners II LP Name of Transferee

Name and Address where notices to transferee should be sent:

Monarch Capital Master Partners II LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attention: Michael Gillin

Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email: michael.gillin@monarchlp.com; fundops@monarchlp.com

Morgan Stanley & Co. International plc
Name of Transferor

Court Claim #(if known): 50330 Amount of Claim: transferred amount – US\$2,850.20 0.81300813% of total claim US\$350,574.60 relating to ISIN XS0202417050 Allowed Amount of Claim – transferred amount US\$2,912.16 0.81300813% of total allowed claim US\$358,195.66 relating to ISIN

XS0202417050 Date Claim Filed: 28 October 2009

Phone:

Last Four Digits of Acct. #:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

566570.1/9999-00999

Chase Manhattan Bank, N.Y.
ABA# 021-000-021
F/A/O Goldman Sachs & Co, N.Y.
A/C# 066-642-426
F/F/C Monarch Capital Master Partners II LP
A/C# 002-471-936

EUR PAYMENT INSTRUCTIONS:

Swift Code: DEUTDEFF Bank Name: Deutsche Bank

City: Frankfurt

IBAN A/C #: DE17500700100960192300 Entity Name: Goldman Sachs & Co., New York F/F/C Monarch Capital Master Partners II LP

A/C# 002-471-936

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Monarch Alternative Capital LP

Christopher Santana

Its: Advisor

By:

Pransferee/Transferee's Agent

Date:

Date:

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer from Transferor to Transferee

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, MORGAN STANLEY & CO. INTERNATIONAL PLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MONARCH CAPITAL MASTER PARTNERS II LP (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage and nominal nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 50330 filed by or on behalf of Banca IMI SPA (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transferr of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of March 2012.

LP	SELLER MORGAN STANLEY & CO. INTERNATIONAL PLC
By: Monarch Alternative Capital LP	
Its : Advisor	By: Name: Titte:

Title: Managing Principal

Monarch Capital Master Partners II LP
c/o Monarch Alternative Capital LP

New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743

535 Madison Avenue, Floor 26

Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email: michael.gillin@monarchlp.com;

fundops@monarchlp.com

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of March 2012.

PURCHASER MONARCH CAPITAL MASTER PARTNERS II LP

By: Monarch Alternative Capital LP Its: Advisor

By:______ Name: Title:

Monarch Capital Master Partners II LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022

Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564

Email: michael.gillin@monarchlp.com;

fundops@monarchlp.com

SELLER

MORGAN STANLEY & CO. INTERNATIONAL PLC

By:___ Name: Title:

BRIAN CRIPPS
Authorised Signatory

25, Cabot Square Canary Wharf London E14 4QA

E- mail: Indistressed@morganstanley.com

Transferred Claims

Purchased Claim

0.81300813% of the proof of claim (\$2,850.20 of \$350,574.60) (in each case, plus accrued and unpaid interest and other amounts) with respect to ISN XS0202417050 or 0.81300813% of the allowed claim amount (\$2,912.16 of \$358,195.66) relating to XS0202417050, as set forth in that Notice of Proposed Claim Amount, dated August 24, 2011.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP Issuer	Issuer	Guarantor	Principal/Notional Coupon Amount & Accrued Interest	Сопроп	Maturity
Lehman Brothers Treasury CO. BV Program Securities Bonds	ehman Brothers XS0202417050 reasury CO. BV rogram	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	EUR 2,000.00	HICP (Inflation) Linked Note	27 October 2014

Schedule 1-1

Exhibit B

Proof of Claim

A			
United States Bankruptcy Court/Southe Lehman Brothers Holdings Claims Proce c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	ssing Center	LEHMAN SECU PROO	JRITIES PROGRAMS F OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Bro	outhem District of New York thers Holdings Inc., Et Al. -13555 (JMP) 0000050330
Note: This form may not be used based on Lehman Programs Secundary://www.lehman-docket.com/a	rities as listed on		
Name and address of Creditor: (and name Creditor)	e and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
Banca HI S/A P. Giordano Dell' Ahore	3		Court Claim Number: (If known)
20121 HILAHO Italy atin: Legal Departheh	T	1	Filed on:
Telephone number: ½ ± 34.02.72611 Name and address where payment should	Email Address: CE 6AC. PETAKT NEW Id be sent (if different from above)	1 C Sanchimicon	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:	Email Address:		
and whether such claim matured or bect dollars, using the exchange rate as appli you may attach a schedule with the claim. Amount of Claim: \$ SEE SCH	icable on September 15, 2008. If you a marginal for each Lehman Programs (EDULE (Required) aim includes interest or other charges is the Lehman Programs (EDULE (Required)	september 15, 2008. The claim a re filing this claim with respect to Security to which this claim relation addition to the principal amount by the home programs Security to which the programs Security to which the home programs Security to which the programs Security the programs Security the programs Security the programs Security the progra	mount must be stated in United States more than one Lehman Programs Security, tes. t due on the Lehman Programs Securities.
which this claim relates. International Securities Identification			
3. Provide the Clearstream Bank Block	ing Number, a Euroclear Bank Electro ") for each Lehman Programs Security broker or other entity that holds such to but may attach a schedule with the Block Output Description:	nic Reference Number, or other d of for which you are filing a claim. securities on your behalf). If you cking Numbers for each Lehman i	Programs Security to which this claim
SEE SCHEDULE	(Requi	ired)	
4. Provide the Clearstream Bank, Euro	clear Bank or other depository particip	ant account number related to you	ar Lehman Programs Securities for which participant account number from your is should not provide their personal account
Accountholders Euroclear Bank, Cle 74075 CLEARSTREAM			
5. Consent to Euroclear Bank, Clear consent to, and are deemed to have aut disclose your identity and holdings of reconciling claims and distributions. Date Signature: The per	stream Bank or Other Depository: horized, Euroclear Bank, Clearstream Lehman Programs Securities to the De son filing this claim must sign it. Sign	and print name and title, if any,	FILED / RECEIVED OCT 2 8 2009
number if different any. ANDEA	ner person authorized to file this claim from the notice address above. Attach	copy of power of attorney, if	EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting fraudi	ilent claim: Fine of up to \$500,000 or	imprisonment for up to 5 years, o	or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debto

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

BANCA IMI

SCHEDULE ATTACHED TO THE LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM FILED BY BANCA IMI S.p.A. - NOTES HELD BY BANCA IMI ON ITS OWN ACCOUNT

XS0252834576 Lehman Brothers Holdings Inc. XS0211814123 Lehman Brothers Treasury Co. B.V.		N/A	3,000.00 plus interest accrued and unpaid up to four excluding)			Participant Account
		//A	interest and up to	•		
				4,275.30	CA28230	74075
				plus interest		
				accrued and		
				unpaid up to		
				(but excluding)		
				September 15,		
			2008	2008		
		ehman Brothers	1,230,000.00	1,752,873.00	CA28229	74075
		Holdings Inc.	plus interest	plus interest		
			accrued and	accrue		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		
			September 15,	September 15,		
<u></u>	-			2008		
	hers N/	A	5,000.00	7,125.50	CA28232	74075
Holdings Inc.	-		st	plus interest		
-			accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		-
		-	September 15,	September 15,		
			2008	2008		
		-				

BANCA IMI

XS0215349357	Lehman Brothers UK	Lehman Brothers	1,000.00	1,425.10	CA28231	74075
	Capital Funding LP	Holdings PLC	interest	Ĭį.		
				accrued and		
				unpaid up to		
			(but excluding)	(but excluding)		
				September 15,		
				2008		
XS0210782552	Lehman Brothers	Lehman Brothers	00.000,969	991,869.60	CA28236	74075
	Treasury Co. B.V.	Holdings Inc.	plus interest	plus interest		
	•	ı	accrued and	accrued and		
			up to	unpaid up to		
			(but excluding)	(but excluding)		
				September 15,		
				2008		
XS0202417050	Lehman Brothers	Lehman Brothers	246,000.00	14	CA28239	74075
	Treasury Co. B.V.	Holdings Inc.	plus interest	plus interest		
			accrued and	accrued and		
			unpaid up to	unpaid up to		
				(but excluding)		
			mber 15,	September 15,		
			ļ	2008	- 1	
XS0220704109	Lehman Brothers	Lehman Brothers	182,000.00	259,368.20	CA28237	74075
	Treasury Co. B.V.	Holdings Inc.	plus interest	plus interest		
			accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		-
	,.		September 15,	September 15,		
			2008	2008		
XS0176153350	Lehman Brothers	Lehman Brothers	922,000.00	1,313,942.20	CA28241	74075
	Treasury Co. B.V.	Holdings Inc.	erest	plus interest		
)	g	accrued		

Page 2 of 4

	74075	74075	74075	74075
	CA28242	CA28243	CA28240	CA28238
unpaid up to (but excluding) September 15, 2008	1,073,100.30 plus interest accrued and unpaid up to (but excluding). September 15, 2008	386,202.10 plus interest accrued and unpaid up to (but excluding) September 15,	353,424.80 plus interest accrued and unpaid up to (but excluding) September 15, 2008	356,275.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008
unpaid up to (but excluding) September 15, 2008	753,000.00 plus interest accrued and unpaid up to (but excluding) September 15,	plus interest accrued and unpaid up to (but excluding) September 15,	248,000.00 plus interest accrued and unpaid up to (but excluding) September 15, 2008	250,000.00 plus interest accrued and unpaid up to (but excluding) September 15,
	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	N/A
	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.
	XS0181945972	XS0195431613	XS0200284247	XS0268648952

Page 3 of

BANCA IMI

XS0208459023	XS0208459023 Lehman Brothers	Lehman Brothers	223,000.00	317,797.30	CA28246	74075
	Treasury Co. B.V.	Holdings Inc.	plus interest plus	plus interest		
			accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding) (but excluding)	(but excluding)	,	
			September 15,	September 15,		
			2008	2008		
XS0259691383	Lehman Brothers	Lehman Brothers	5,000,000,00	7,125,500.00	CA28245	74075
	Treasury Co. B.V.	Holdings Inc.		plus interest		
	•		accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding)	(but excluding)		
			September 15,	September 15,		
			2008 2008	2008		
TOTAL			10,030,000.00	14,293,753.00		
			plus interest	plus interest		
			accrued and accrued and	accrued and		
			unpaid up to	unpaid up to		
			(but excluding) (but excluding)	(but excluding)		
			September 15,	September 15,		
			2008	2008		

Please note that Banca IMI reserves its rights to seek payment of interests to the fullest extent permitted by the applicable law and the Court, at the applicable interest rate and its rights to seek payment of costs, yet to be determined, to the fullest extent permitted by the Court, the Bankruptcy Code and any applicable law. 08-13555-mg Doc 26287 Filed 03/13/12 Entered 03/13/12 13:02:54 Main Document Pg 15 of 15

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